



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed January 9, 2019


United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Chapter 11
	§	
4 West Holdings, Inc. <i>et al.</i> , ¹	§	Case No. 18-30777 (HDH)
	§	
Debtors.	§	(Jointly Administered)
	§	

**SECOND STIPULATION AND AGREED ORDER REGARDING
DEBTOR-IN-POSSESSION FINANCING AND USE OF CASH COLLATERAL**

The above-captioned debtors (collectively, the “Debtors”) and each of the undersigned parties hereto, by and through their respective counsel, hereby enter into this second stipulation and agreed order (the “Second Stipulation and Agreed Order”), and stipulate and agree as follows:

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, is attached hereto as **Exhibit A**.

WHEREAS, on March 6, 2018 (the “Petition Date”), the Debtors commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”);

WHEREAS, on March 16, 2018, the Office of the U.S. Trustee for the Northern District of Texas appointed the Official Committee of Unsecured Creditors (the “Committee”);

WHEREAS, on May 14, 2018, the Court entered the *Final Order: (I) Authorizing the Debtors to (A) Obtain Senior Secured Priming Superpriority Postpetition Financing, (B) Grant Liens and Superpriority Administrative Expense Status, (C) Use of Cash Collateral of Prepetition Secured Parties, and (D) Grant Adequate Protection to Prepetition Secured Parties; and (II) Granting Related Relief* [Docket No. 376] (the “Final DIP Order”)² approving and authorizing, among other things, the DIP Documents with OHI Asset RO, LLC (and its affiliates, as appropriate, the “DIP Lender”) and use of Cash Collateral.

WHEREAS, by letter dated July 23, 2018 (the “Termination Letter”), the DIP Lender (a) declared that one or more alleged events of default had occurred under the Final DIP Order and the DIP Credit Agreement, (b) declared the unpaid principal amount of all outstanding DIP Loans, all interest accrued and unpaid thereon, and all other DIP Obligations to be immediately due and payable, (c) terminated any further commitment to extend credit to the Debtors to the extent any such commitment remained under the DIP Facility, (d) terminated the DIP Facility and the DIP Documents as to any future liability or obligation of the DIP Lender, but without affecting any of the DIP Liens or the DIP Obligations, and (e) restricted the Debtors’ use of Cash Collateral solely to payment of those amounts contained in an Approved Budget approved by the DIP Lender in its sole discretion;

² Capitalized terms not defined herein shall have their meaning set forth in the Final DIP Order.

WHEREAS, by letter dated July 27, 2018, the Debtors disputed that an event of default had occurred under the Final DIP Order and the DIP Credit Agreement;

WHEREAS, the Committee also disputed that an event of default had occurred under the Final DIP Order and the DIP Credit Agreement;

WHEREAS, on August 9, 2018, the Court approved the *Stipulation and Agreed Order regarding Debtor-In-Possession Financing and Use of Cash Collateral* [Docket No. 810] by and among the Debtors, the DIP Lender, and the Committee (collectively, the “Parties”);

WHEREAS, on October 14, 2018, the DIP Lender approved a new Approved Budget (as such term is defined in the DIP Documents) subject to certain specified conditions;

WHEREAS, the Debtors and the DIP Lender have agreed to the Debtors’ continued use of Cash Collateral in accordance with the Approved Budget attached hereto as **Exhibit B** and subject to the terms and conditions contained herein;

WHEREAS, the Debtors and the DIP Lender seek to execute an *Amendment Extending “Maturity Date” of Senior Secured Superpriority Debtor-in-Possession Credit Agreement, Term Loan Note, and Revolving Credit Note*, which, among other things, extends the “Maturity Date” under certain DIP Documents through and including January 15, 2019; and

WHEREAS, the Parties continue to reserve all rights and claims with respect to any alleged event of default under the Final DIP Order and the DIP Documents.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED AND, UPON APPROVAL BY THE BANKRUPTCY COURT OF THIS SECOND STIPULATION AND AGREED ORDER, ORDERED THAT:

1. To the extent applicable, the Remedies Notice Period under Paragraph 28 of the Final DIP Order is further extended to the earlier of (a) 5:00 pm (Eastern time) on January 15,

2019, and (b) the occurrence of a default after the date of the Termination Letter under the DIP Documents, the Final DIP Order, or this Second Stipulation and Agreed Order, if not cured by the deadline to do so under the applicable provisions of the DIP Documents, the Final DIP Order, or this Second Stipulation and Agreed Order (such period, the “Extended Period”). The Debtors and the Committee reserve the right to contest the assertion by the DIP Lender of the occurrence a default after the date of the Termination Letter under the DIP Documents, the Final DIP Order, or this Second Stipulation and Agreed Order.

2. Notwithstanding the provisions contained in the second sentence of Paragraph 5 of the Final DIP Order, absent further order of the Court, the Debtors are authorized to continue to use Cash Collateral in accordance with the latest Approved Budget annexed as **Exhibit B** hereto (as may be subsequently modified upon written agreement of the Debtors and the DIP Lender, the “Latest Approved Budget”) and subject to the terms and conditions contained herein through the earliest of (a) the occurrence of the “Effective Date” of a Chapter 11 plan for the Debtors confirmed by the Court, (b) the expiration of the Latest Approved Budget, and (c) the occurrence of a default after the date of the Termination Letter under the DIP Documents, the Final DIP Order, or this Second Stipulation and Agreed Order, if not cured by the deadline to do so under the applicable provisions of the DIP Documents, the Final DIP Order, or this Second Stipulation and Agreed Order. Without limiting the foregoing, within three business days of the entry of this Second Stipulation and Agreed Order, the Debtors shall provide to the DIP Lender and the Committee an itemization of the (i) real property taxes set forth on the Latest Approved Budget, and (ii) professional fees and expenses set forth on the Latest Approved Budget.

3. Upon, or within two business days of, the closing of the sale of the Restructuring Portfolio to SC-GA 2018 Partners, LLC, the Debtors shall be authorized and directed to pay

from the sale proceeds: (i) the DIP Obligations, in full, in accordance with the Final DIP Order and the DIP Documents (including, without limitation, all DIP interest, at the default rate, that has been invoiced to date and not been paid, and subject to the terms of the Final DIP Order, all payments required by Paragraph 14(b)(i) and (ii) of the Final DIP Order), each in the amount set forth in the payoff letter delivered by the DIP Lender to the Debtors, (ii) the undisputed fees and expenses owing to Houlihan Lokey Capital, Inc. under its engagement letter with the Debtors, and (iii) all unpaid real property taxes accrued through the closing date. All payments made pursuant to this paragraph shall be on an interim basis, and without limiting the foregoing, the Debtors' interim payment of the DIP Obligations from the foregoing sale proceeds shall have no impact on the arguments or positions of the Debtors, the DIP Lender (or its affiliates), and the Committee in respect of confirmation of the *Debtors' Modified Third Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* (or any prior versions thereof), including the use or application of the "Plan Sponsor Consideration" (as defined therein) or in respect to the Committee's *Motion Pursuant to Fed. R. Bankr. P. 2004 For Relief From Certain Provisions Of The Final DIP Financing Order* [Docket No. 789].

4. Nothing contained in this Second Stipulation and Agreed Order or in the Latest Approved Budget shall increase the Carve-Out amount or rescind, waive, or modify the Carve-Out Trigger Notice contained in the Termination Letter.

5. Other than as to items agreed to herein, the Parties reserve all rights and remedies as to all other matters, including without limitation, the Committee's *Motion Pursuant to Fed. R. Bankr. P. 2004 For Relief From Certain Provisions Of The Final DIP Financing Order* [Docket No. 789].

6. Absent an order of the Court or the occurrence of a default after the date of the Termination Letter under the DIP Documents, the Final Order, or this Second Stipulation and Agreed Order (and the giving of notice by the DIP Lender thereof consistent with the DIP Documents and the Final DIP Order), the DIP Lender will not exercise any remedies contained in paragraph 28 of the Final DIP Order. For the avoidance of doubt, (a) the automatic stay shall not terminate during the Extended Period absent further order of the Court, and (b) the limitation on the exercise of remedies contained in the previous sentence shall neither preclude the DIP Lender or any other party from filing any motion with the Court nor affect any of the declarations, terminations, and restrictions set forth in the Termination Letter. Except as otherwise provided in this Second Stipulation and Agreed Order, all Parties' rights, claims and defenses in connection with the Termination Letter, the DIP Documents, and the Final DIP Order are hereby preserved.

7. Except as set forth above or as otherwise provided in the DIP Documents or the Final DIP Order, all other terms of the DIP Documents, the Final DIP Order, and the Termination Letter continue to control unless the DIP Lender, the Debtors, or the Committee obtain relief therefrom, including all reporting requirements with which the Debtors must comply.

8. Repayment of the DIP Obligations shall not affect any provisions in the Final DIP Order that relate to the Approved Budget, the Latest Approved Budget, the Cash Collateral, the Prepetition Collateral, or the Prepetition Secured Parties; provided, however, that it is the intention of the parties that nothing contained in the foregoing sentence shall act to expand or contract any party's rights or obligations otherwise contained in the Final DIP Order, and any

effect of repayment of the DIP Obligations as contemplated under the Final DIP Order shall continue to be governed thereunder.

9. The Debtors are authorized to take all actions necessary to effectuate the relief approved in this Second Stipulation and Agreed Order.

10. The terms and conditions of this Second Stipulation and Agreed Order are immediately effective and enforceable upon its entry.

11. This Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Second Stipulation and Agreed Order.

END OF ORDER

Dated January 9, 2019

Agreed by:

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/s/ Andrew Zollinger

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*Counsel for OHI Asset RO, LLC, and
certain affiliates*

Exhibit A
(Sorted Alphabetically)

	Debtor Name	Case No.	EIN
1.	4 West Holdings, Inc.	18-30777	9732
2.	4 West Investors, LLC	18-30778	6021
3.	Aiken RE, LLC	18-30850	1814
4.	Ambassador Rehabilitation and Healthcare Center, LLC	18-30879	1636
5.	Anchor Rehabilitation and Healthcare Center of Aiken, LLC	18-30868	9448
6.	Anderson RE TX, LLC	18-30774	3630
7.	Anderson RE, LLC	18-30861	1806
8.	Ark II Real Estate, LLC	18-30840	3628
9.	Ark III Real Estate, LLC	18-30847	0121
10.	Ark Mississippi Holding Company, LLC	18-30788	3765
11.	Ark Real Estate, LLC	18-30809	6014
12.	Ark South Carolina Holding Company, LLC	18-30856	0002
13.	Ark Texas Holding Company, LLC	18-30806	3739
14.	Battle Ground RE, LLC	18-30825	1818
15.	Brushy Creek Rehabilitation and Healthcare Center, LLC	18-30884	3292
16.	Bryan RE, LLC	18-30775	3633
17.	Burleson RE, LLC	18-30759	1777
18.	Capstone Rehabilitation and Healthcare Center, LLC	18-30878	7871
19.	Charlottesville Pointe Rehabilitation and Healthcare Center, LLC	18-30801	4467
20.	Charlottesville RE, LLC	18-30829	0836
21.	Cleveland RE, LLC	18-30811	6013
22.	Clinton RE, LLC	18-30812	8109
23.	Cobblestone Rehabilitation and Healthcare Center, LLC	18-30869	1612
24.	Collierville RE, LLC	18-30841	8845
25.	Columbia RE, LLC	18-30815	8838
26.	Columbia Rehabilitation and Healthcare Center, LLC	18-30795	6772
27.	Comfort RE, LLC	18-30764	1902
28.	Connersville RE, LLC	18-30833	9824
29.	Corinth RE, LLC	18-30814	1777
30.	Cornerstone Rehabilitation and Healthcare Center, LLC	18-30800	8841
31.	Crystal Rehabilitation and Healthcare Center, LLC	18-30807	8842
32.	Delta Rehabilitation and Healthcare Center of Cleveland, LLC	18-30792	7212
33.	Descending Dove, LLC	18-30842	8081
34.	Diboll RE, LLC	18-30766	1939
35.	Easley RE II, LLC	18-30857	1819
36.	Easley RE, LLC	18-30854	1817
37.	Edgefield RE, LLC	18-30836	3574
38.	Farmville RE, LLC	18-30831	3442
39.	Farmville Rehabilitation and Healthcare Center, LLC	18-30804	4464
40.	Fleetwood Rehabilitation and Healthcare Center, LLC	18-30888	9615
41.	Fortress Health & Rehab of Rock Prairie, LLC	18-30765	1314
42.	Granbury RE, LLC	18-30769	1999

	Debtor Name	Case No.	EIN
43.	Great Oaks RE, LLC	18-30819	1731
44.	Great Oaks Rehabilitation and Healthcare Center, LLC	18-30780	4357
45.	Greenville RE II, LLC	18-30846	1798
46.	Greenville RE, LLC	18-30843	1797
47.	Greenville Rehabilitation and Healthcare Center, LLC	18-30882	3920
48.	Greenwood RE, LLC	18-30816	1654
49.	Greer RE, LLC	18-30839	1795
50.	Greer Rehabilitation and Healthcare Center, LLC	18-30859	9462
51.	Grenada RE, LLC	18-30821	1623
52.	Grenada Rehabilitation and Healthcare Center, LLC	18-30786	8843
53.	Heritage Park Rehabilitation and Healthcare Center, LLC	18-30787	9055
54.	Hillsville RE, LLC	18-30834	2195
55.	Hillsville Rehabilitation and Healthcare Center, LLC	18-30808	4463
56.	Holly Lane Rehabilitation and Healthcare Center, LLC	18-30797	9103
57.	Holly RE, LLC	18-30830	1816
58.	Holly Springs RE, LLC	18-30823	1559
59.	Holly Springs Rehabilitation and Healthcare Center, LLC	18-30789	6524
60.	Indianola RE, LLC	18-30822	6022
61.	Indianola Rehabilitation and Healthcare Center, LLC	18-30779	7203
62.	Italy RE, LLC	18-30761	2086
63.	Iva RE, LLC	18-30852	1801
64.	Iva Rehabilitation and Healthcare Center, LLC	18-30874	0384
65.	Johns Island Rehabilitation and Healthcare Center, LLC	18-30891	4898
66.	Joy of Bryan, LLC	18-30837	4072
67.	Lampstand Health & Rehab of Bryan, LLC	18-30767	2002
68.	Linley Park Rehabilitation and Healthcare Center, LLC	18-30890	0525
69.	Macon Rehabilitation and Healthcare Center, LLC	18-30880	9644
70.	Magnified Health & Rehab of Anderson, LLC	18-30773	9060
71.	Manna Rehabilitation and Healthcare Center, LLC	18-30863	9441
72.	Marietta RE, LLC	18-30867	1809
73.	McCormick RE, LLC	18-30864	1808
74.	McCormick Rehabilitation and Healthcare Center, LLC	18-30873	3193
75.	Memphis RE, LLC	18-30844	8846
76.	Midland RE, LLC	18-30832	5138
77.	Midland Rehabilitation and Healthcare Center, LLC	18-30799	9679
78.	Moultrie RE, LLC	18-30848	9943
79.	Mountain View Rehabilitation and Healthcare Center, LLC	18-30798	9227
80.	Natchez RE, LLC	18-30818	6019
81.	Natchez Rehabilitation and Healthcare Center, LLC	18-30803	6773
82.	New Ark Master Tenant, LLC	18-30885	7893
83.	New Ark Operator Holdings, LLC	18-30893	7623
84.	New Redeemer Health & Rehab of Pickens, LLC	18-30881	5321
85.	Olive Leaf Holding Company, LLC	18-30845	0129
86.	Olive Leaf, LLC	18-30866	0001
87.	Omega Health & Rehab of Greenville, LLC	18-30870	9461
88.	Orianna Health Systems, LLC	18-30785	5160
89.	Orianna Holding Company, LLC	18-30784	1323

	Debtor Name	Case No.	EIN
90.	Orianna Investment, Inc.	18-30781	1141
91.	Orianna SC Operator Holdings, Inc.	18-30871	0383
92.	Palladium Hospice and Palliative Care, LLC	18-30887	1873
93.	Patewood Rehabilitation and Healthcare Center, LLC	18-30865	9457
94.	Picayune RE, LLC	18-30827	9749
95.	Picayune Rehabilitation and Healthcare Center, LLC	18-30793	9183
96.	Pickens RE II, LLC	18-30862	1823
97.	Pickens RE, LLC	18-30860	1821
98.	Piedmont RE, LLC	18-30849	1800
99.	Poinsett Rehabilitation and Healthcare Center, LLC	18-30876	0713
100.	Poplar Oaks Rehabilitation and Healthcare Center, LLC	18-30813	4771
101.	Portland RE, LLC	18-30826	1822
102.	Provo RE, LLC	18-30835	3568
103.	Rainbow Rehabilitation and Healthcare Center, LLC	18-30802	4772
104.	River Falls Rehabilitation and Healthcare Center, LLC	18-30886	9788
105.	Riverside Rehabilitation and Healthcare Center, LLC	18-30883	3951
106.	Rock Prairie RE, LLC	18-30772	3636
107.	Rocky Mount RE, LLC	18-30838	5904
108.	Rocky Mount Rehabilitation and Healthcare Center, LLC	18-30810	4466
109.	Roy RE, LLC	18-30817	5142
110.	Scepter Rehabilitation and Healthcare Center, LLC	18-30872	1630
111.	Scepter Senior Living Center, LLC	18-30875	1621
112.	Simpsonville RE II, LLC	18-30858	1804
113.	Simpsonville RE, LLC	18-30855	1802
114.	Simpsonville Rehabilitation and Healthcare Center, LLC	18-30889	3564
115.	Snellville RE, LLC	18-30851	9933
116.	Southern Oaks Rehabilitation and Healthcare Center, LLC	18-30877	1141
117.	The Bluffs Rehabilitation and Healthcare Center, LLC	18-30796	9314
118.	The Ridge Rehabilitation and Healthcare Center, LLC	18-30892	1456
119.	Trinity Mission Health & Rehab of Connorsville, LLC	18-30805	8787
120.	Trinity Mission of Burleson, LLC	18-30762	2585
121.	Trinity Mission of Comfort, LLC	18-30763	2573
122.	Trinity Mission of Diboll, LLC	18-30768	2581
123.	Trinity Mission of Granbury, LLC	18-30771	2582
124.	Trinity Mission of Italy, LLC	18-30760	2576
125.	Trinity Mission of Winnsboro, LLC	18-30776	2583
126.	Utah Valley Rehabilitation and Healthcare Center, LLC	18-30782	9661
127.	Vicksburg RE, LLC	18-30828	0150
128.	Victory Rehabilitation and Healthcare Center, LLC	18-30794	9485
129.	Wadesboro RE, LLC	18-30853	9929
130.	Wide Horizons RE, LLC	18-30820	5144
131.	Wide Horizons Residential Care Facility, LLC	18-30790	9387
132.	Winnsboro RE, LLC	18-30770	2134
133.	Woodlands Rehabilitation and Healthcare Center, LLC	18-30791	9127
134.	Yazoo City RE, LLC	18-30824	8844
135.	Yazoo City Rehabilitation and Healthcare Center, LLC	18-30783	7216

Exhibit B

Approved Budget

	December 2018				January 2019				February 2019				Totals		
	1-Dec-18	8-Dec-18	15-Dec-18	22-Dec-18	29-Dec-18	5-Jan-19	12-Jan-19	19-Jan-19	26-Jan-19	2-Feb-19	9-Feb-19	16-Feb-19	23-Feb-19	1-Dec-18	1-Mar-19
	7-Dec-18	14-Dec-18	21-Dec-18	28-Dec-18	4-Jan-19	11-Jan-19	18-Jan-19	25-Jan-19	1-Feb-19	8-Feb-19	15-Feb-19	22-Feb-19	1-Mar-19		
Beginning Book Cash Balance	8,439.5	4,943.6	1,783.1	8,621.4	6,573.7	118,119.8	117,773.8	126,433.9	128,244.7	127,540.9	127,990.9	130,693.0	131,521.1	8,439.5	
Total Operating Cash Inflows	1,825.1	1,547.0	11,797.2	1,345.4	848.9	1,219.0	9,618.1	3,566.0	1,088.9	800.0	3,004.0	1,121.0	374.0	38,154.6	
Sales Proceeds	-	-	-	-	146,000.0	-	-	-	-	-	-	-	-	146,000.0	
DIP Activity	-	-	-	-	(25,000.0)	-	-	-	-	-	-	-	-	(25,000.0)	
Cash Received	1,825.1	1,547.0	11,797.2	1,345.4	121,848.9	1,219.0	9,618.1	3,566.0	1,088.9	800.0	3,004.0	1,121.0	374.0	159,154.6	
Employee Costs	2,165.0	1,582.5	2,765.0	1,215.0	2,161.0	1,077.0	395.0	172.0	183.0	167.0	147.7	115.0	130.0	12,275.2	
Operating Cash Outflows:															
Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Halcyon (therapy)	395.0	375.0	375.0	375.0	535.7	-	-	-	-	-	-	-	-	2,055.7	
Laundry/Housekeeping/Dietary	335.0	335.0	335.0	335.0	204.0	-	-	-	-	-	-	-	-	1,544.0	
Provider Fee	-	-	-	65.0	-	-	-	-	-	-	-	-	-	65.0	
Pharmacy	-	-	-	470.0	-	-	-	-	466.7	-	-	-	-	936.7	
Insurance	1.5	-	27.5	-	-	-	-	-	-	-	-	-	-	29.0	
LOC Interest and Bank Fees	332.9	275.1	17.0	-	350.7	-	-	23.2	5.0	-	6.2	17.0	3.0	1,030.0	
Medical Supplies & Services	216.8	141.8	221.8	160.8	98.0	88.0	148.0	21.0	35.0	3.0	3.0	3.0	3.0	1,143.0	
Utilities	85.0	85.0	85.0	98.5	71.5	75.0	75.0	75.0	75.0	50.0	15.0	15.0	15.0	820.0	
Share Services	1,225.7	-	-	-	600.0	-	-	-	400.0	-	-	-	300.0	2,525.7	
Misc. & Local Vendors	285.0	285.0	350.0	285.0	285.0	275.0	340.0	275.0	255.0	130.0	130.0	75.0	50.0	3,020.0	
Total Operating Cash Outflows	2,876.9	1,496.8	1,411.3	1,789.3	2,144.9	438.0	563.0	394.2	1,236.7	183.0	154.2	110.0	371.0	13,169.2	
Non Operating Cash Outflows:															
Taxes	260.6	-	-	111.7	2,603.2	-	-	-	373.0	-	-	67.9	-	3,416.5	
Medicaid / Medicare Payback / ERP	18.6	-	-	-	-	-	-	-	-	-	-	-	-	18.6	
Total Non Operating Cash Outflows	279.2	-	-	111.7	2,603.2	-	-	-	373.0	-	-	67.9	-	3,435.1	
Professional Fee Payments															
Professional Fees	-	1,543.6	717.6	212.1	3,393.7	40.0	-	706.1	-	-	-	-	-	6,613.1	
Professional Expenses	-	84.6	65.0	65.0	-	10.0	-	162.5	-	-	-	-	-	387.1	
US Trustee & Filing Fees	-	-	-	-	-	-	-	320.4	-	-	-	-	-	320.4	
Total Professional Fee Payments	-	1,628.2	782.6	277.1	3,393.7	50.0	-	1,189.0	-	-	-	-	-	7,320.5	
Total Cash Outflows Flow	5,321.1	4,707.5	4,958.8	3,393.1	10,302.8	1,565.0	958.0	1,755.2	1,792.7	350.0	301.9	292.9	501.0	36,200.0	
Cash Generated / (Needed)	(3,496.0)	(3,160.5)	6,838.4	(2,047.7)	111,546.1	(346.0)	8,660.1	1,810.8	(703.8)	450.0	2,702.1	828.1	(127.0)	122,954.6	
Beginning Book Cash Balance	8,439.5	4,943.6	1,783.1	8,621.4	6,573.7	118,119.8	117,773.8	126,433.9	128,244.7	127,540.9	127,990.9	130,693.0	131,521.1	8,439.5	
Change in Cash	(3,496.0)	(3,160.5)	6,838.4	(2,047.7)	111,546.1	(346.0)	8,660.1	1,810.8	(703.8)	450.0	2,702.1	828.1	(127.0)	122,954.6	
Ending Book Cash Balance	4,943.6	1,783.1	8,621.4	6,573.7	118,119.8	117,773.8	126,433.9	128,244.7	127,540.9	127,990.9	130,693.0	131,521.1	131,394.1	131,394.1	
DIP Loan Rollforward															
Opening Loan Balance	25,000.0	25,000.0	25,000.0	25,000.0	25,000.0	-	-	-	-	-	-	-	-	25,000.0	
Term Loan Activity	-	-	-	-	(14,234.4)	-	-	-	-	-	-	-	-	(14,234.4)	
Revolver Activity	-	-	-	-	(10,765.6)	-	-	-	-	-	-	-	-	(10,765.6)	
IP Loan Balance	25,000.0	25,000.0	25,000.0	25,000.0	-	-	-	-	-	-	-	-	-	-	